

Before the  
Federal Communications Commission  
Washington, D.C. 20554

_____	)	
In the Matter of	)	
	)	
FRONTIER COMMUNICATIONS OF	)	File No. EB-14-MD-002
THE CAROLINAS LLC,	)	
	)	Docket No. 14-215
Complainant,	)	
	)	
v.	)	
	)	
DUKE ENERGY CAROLINAS, LLC,	)	
	)	
Respondent.	)	
_____	)	

**FRONTIER’S INTERROGATORIES AND  
REQUESTS FOR PRODUCTION TO DUKE ENERGY**

Complainant Frontier Communications of the Carolinas LLC (“Frontier”), by and through its undersigned counsel, requests that Respondent Duke Energy Carolinas, LLC (“Duke Energy”) respond within fourteen (14) days to the following Interrogatories and within ten (10) days to the following Requests for Production:

**INSTRUCTIONS**

1. Requests shall not be interpreted in an artificially restrictive manner or be otherwise strained in order to avoid disclosure of discoverable information.
2. Responses and documents shall be produced at the law offices of undersigned counsel.
3. In response to each interrogatory or request for production, first restate the interrogatory or request for production.

4. Unless otherwise specified, each request herein relates to, covers and requests information for any and all periods of time.

5. Produce all responsive information that is in the possession, custody or control of Duke Energy or any other person acting in the interest of, or on behalf of, Duke Energy. If Duke Energy does not have responsive information, or has information that is only partially responsive, Duke Energy should produce the available information and identify the information that is not available.

6. Identical copies may be furnished in lieu of original documents, provided that it is understood that, by doing so, the submission includes a waiver of any objection as to the authenticity of said copies as true and original copies of the originals should such copies be offered into evidence. Any documents produced in electronic form should be provided in a recognized format, mutually agreed to by the Parties. Spreadsheets should be produced in their native format.

7. These interrogatories and requests for production shall be deemed to be continuing so as to require Duke Energy to supplement its responses upon discovering or learning of additional information in its custody, possession, or control that was not produced or included in an earlier response.

8. If any response contains any objection, respond to the interrogatory or request for production fully insofar as it is not deemed objectionable.

9. Any information withheld on the basis of any claimed privilege, including, but not limited to, the attorney-client privilege and/or attorney work product, must be listed in a privilege log to be produced at the same time as these responses. This privilege log must include, without limitation, the following: (i) a description of the nature of the withheld

information (*e.g.*, letter, memorandum, handwritten notes, software, recording); (ii) the date of the withheld information; (iii) a general description of its subject matter; (iv) all authors and recipients of the information withheld and each person to whom such information was available; (v) the privilege or reason for withholding production; and (vi) if applicable, the information's uniquely identified page range (*e.g.*, "Bates" number).

10. If you object to an Interrogatory on the ground that it is too broad (*e.g.*, that it calls for both information which is relevant to the subject matter of the action and information which is not), please provide such information as is concededly relevant.

11. If you perceive any ambiguities in a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in answering.

12. If any information requested was, but is no longer, in Duke Energy's possession or subject to Duke Energy's control, or is no longer in existence, state whether it is missing or lost, destroyed, transmitted or transferred voluntarily or involuntarily to others, or otherwise disposed of, explain the circumstances surrounding the authorization for such disposition and the date or approximate date thereof, and identify all persons who have personal knowledge of the information.

13. A reasonable time, place, and manner of making the inspection and performing the related acts regarding the production of documents may be mutually agreed upon by the Parties.

#### **DEFINITIONS**

1. "Agreement" or "Agreements" refers to the agreement or agreements, including all amendments thereto, between the Parties and/or their predecessors for the joint use of utility

poles, including but not necessarily limited to, the joint use agreements at issue in this Proceeding.

2. The term “Any” shall be construed to include the word “all,” and the word “all” shall be construed to include the word “any.” Additionally, the word “or” shall be construed to include the word “and,” and the word “and” shall be construed to include the word “or.” The word “each” shall be construed to include the word “every,” and the word “every” shall be construed to include the word “each.” The present tense includes the past tense, and vice-versa. Terms are gender neutral and the use of one gender includes all genders.

3. “Data” means, without limitation, all documents and other information, however produced or reproduced, that is responsive.

4. “Defendant,” “Duke Energy,” “you,” and “your” mean Duke Energy Carolinas, LLC and each of its current or former parents, subsidiaries, affiliates, officers, directors, independent contractors, agents, servants, attorneys, successors, predecessors, representatives, investigators, experts, employees, ex-employees, consultants, representatives, and others who are in possession of, or who may have obtained, information for or on behalf of these persons or entities.

5. “Describe” as used with respect to an occurrence, event, activity, or transaction means, without limitation, the provision of a complete and detailed list of the nature, time, and place of the occurrence, event, activity, or transaction, and the identity of all persons present. “Describe” as used with respect to a document means, without limitation, the provision of a complete and detailed description of the nature and contents of the document.

6. “Document” and “information” have the fullest meanings allowed by law and include anything contemplated by Federal Rule of Civil Procedure 34 and all writings and

records of every type, whether handwritten, printed, recorded, transcribed, taped, typed or visually reproduced in any manner, including, without limitation, agreements, analyses, bills, budgets, bulletins, books, pamphlets, calculations, calendar entries, charts, communications, computer files, correspondence, data, data sheets, disks, drawings, e-mails, files, financial statements, graphs, indexes, information, instant messages, instructions, invoices, letters, literature, memoranda, minutes, notes, papers, photographs, records, recordings, reports, receipts, spreadsheets, studies, surveys, tapes, telephone records, text messages, transcripts, working papers, work sheets, and any other written, printed, reported, transcribed, punched, taped or typed materials, movies or other photographic matter, however produced or reproduced, whether or not such files are presently in hard copy form. "Document" and "information" shall include any draft of the foregoing items, any attachments to the foregoing items, and any copy or reproduction of the foregoing items upon which any marking has been made which does not appear on the original. "Information" shall also mean copies of documents, notwithstanding that the originals thereof are not in Duke Energy's possession, custody, or control.

7. "Frontier" means Frontier Communications of the Carolinas LLC and any persons associated with it, including, but not limited to, subsidiaries or affiliated entities, officers, directors, employees, agents, representatives, predecessors, successors, assigns, attorneys, and anyone acting or purporting to act on its behalf or on behalf of any of them.

8. "Identify" means:

a. When referring to a person, the person's full name, title, business address, email address, business telephone number, and relationship to Duke Energy. If you do not know the person's current information, provide the person's last known business

affiliation and title, business address and telephone number, email address, and relationship to Duke Energy.

b. When referring to a document, the type of document (*e.g.*, letter, email, memorandum, etc.) or some other means of identification, its author(s) and addressee(s), its date, its subject, and all present locations by address and custodian.

c. When referring to an oral communication, the type of communication, the persons who participated in, heard, or witnessed it, the date of the communication, and the subject and substance of the communication, and identify any documents that set forth, summarize or refer to any portion of such oral communication.

d. When referring to a business organization, the corporate name or other names under which said organization does business and the location and phone number of its principal place of business.

9. “Party” or “Parties” means Frontier and/or Duke Energy, as applicable.

10. “Person” and “entity” have the fullest meanings allowed by law and include, without limitation, a natural person, corporation, firm, partnership, association labor union, joint venture, proprietorship, governmental body, commission, board, agency, or any other organization, business, or legal entity.

11. “Pole Attachment Complaint” means the pole attachment complaint filed by Frontier against Duke Energy in this proceeding.

12. The term “Pole Attachment Complaint proceeding,” or “Proceeding” means this proceeding styled *Frontier Communications of the Carolinas LLC v. Duke Energy Carolinas, LLC*, and File No. EB-14-MD-002, Docket No. 14-215, currently pending before the Federal Communications Commission.

13. "Related to," "referring," and derivatives thereof, whether followed by a preposition or not, have the broadest meanings that may be accorded to them and include, but are not limited to, directly or indirectly relating, mentioning, describing, pertaining to, being connected with, setting forth, discussing, commenting on, analyzing, supporting, contradicting, proving, disproving, referring to, constituting, concerning, and/or connected to or reflecting in any way.

14. "Reply" means Frontier's reply, and any amendments or supplements thereto, to the Response.

15. "Response" means the response filed by Duke Energy in this Proceeding and any amendments or supplements thereto.

16. "Shared Service Area" means the area in which the service areas of Duke Energy and Frontier overlap, and which were covered by the Agreements.

17. Terms not otherwise defined have the same meaning as they are alleged to have in the Pole Attachment Complaint, Response, and Reply. For terms not defined therein, terms shall have their ordinary and common meaning. Terms shall not be interpreted in an artificially restrictive or otherwise strained manner.

## INTERROGATORIES

### INTERROGATORY NO. 1:

Identify all joint use agreements, pole license agreements, pole attachment agreements, and pole rental agreements entered into by Duke Energy with entities that have, or had, attachments on poles owned by Duke Energy in the Shared Service Area, including any amendments to those agreements and any guidelines, standard terms and conditions, policies (*e.g.*, safety requirements, use of contractors, *etc.*) and similar items that apply to said

agreements whether or not specifically incorporated therein by reference), that are currently operative, or if not currently operative, that were entered into and would otherwise be effective or applicable to the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as for any other period that Duke Energy claims is relevant.

**INTERROGATORY NO. 2:**

Identify any benefit or advantage that Duke Energy contends Frontier receives or has received over and above the benefits that Duke Energy contends are or were received by competitive local exchange carriers (“CLECs”), cable providers, or other entities attached to poles in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, and for any other period that Duke Energy claims is relevant, including (and organized by) claimed benefits or advantages concerning the subjects below. Identify the estimated monetary value in terms of costs to Duke Energy, savings by Frontier, or other estimated monetary value of each such claimed benefit or advantage you identify. Include in your response the data, calculations, assumptions, and source(s) used to derive each such cost, savings or other estimated monetary value. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attacher or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**INTERROGATORY NO. 3:**

Identify any benefit or advantage that Duke Energy receives or has received over and above the benefits that are or were received by CLECs, cable providers, or other entities attached to poles in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, and for any other period that Duke Energy claims is relevant, including (and organized by) claimed benefits or advantages concerning the subjects below. Identify the estimated monetary value in terms of costs to Frontier, savings by Duke Energy, or other estimated monetary value of each such claimed benefit or advantage you identify. Include in your response the data, calculations, assumptions, and source(s) used to derive each such cost, savings or other estimated monetary value. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attacher or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**INTERROGATORY NO. 4:**

Identify every benefit or advantage received by CLECs, cable providers or other entities attached to poles in the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as any other period that Duke Energy claims is relevant, including (and organized by) claimed benefits or advantages concerning the subjects below. Identify the

estimated monetary value in terms of costs to Duke Energy, savings by such entity, or estimated monetary value of each such claimed benefit or advantage you identify. Include in your response the data, calculations, assumptions, and source(s) used to derive each such cost, savings or other estimated monetary value. In addition, provide this information separated by year for 2011, 2012, 2013, 2014, and to date 2015, as opposed to on an aggregated basis for this entire period.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attachment or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**INTERROGATORY NO. 5:**

Identify all input values necessary to calculate Duke Energy's pole attachment rate using the Federal Communications Commission's New Telecom Rate Formula (*see* 47 C.F.R. § 1.1409(e)(2)) in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke Energy claims is relevant. Include in your response (without limitation) the data, calculations, assumptions, and source(s) used to derive each input value. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period. Also, for every input that differs from default values or presumptive average please provide all source data and calculations used to derive the alternative input. This request includes but is not limited to:

- (a) Distribution Poles in Service

- (b) Average Pole Height
- (c) Usable Space on the Pole
- (d) Unusable Space on the Pole
- (e) Unusable Space Cost Sharing Allocation Factor
- (f) Average Number of Attaching Entities
- (g) Space Occupied by Duke Energy
- (h) Space Occupied by Frontier
- (i) Net Pole Investment
- (j) Gross Pole Investment (Account 364)
- (k) Appurtenance Factor
- (l) General and Administrative Expense
- (m) Gross Plant Investment (Electric)
- (n) Gross Plant Investment (Total Plant)
- (o) Accumulated Depreciation (Account 108)
- (p) Accumulated Depreciation (Account 108) (Poles)
- (q) Accumulated Deferred Taxes 190, 281-283 (Plant)
- (r) Accumulated Deferred Taxes 190, 281-283 (Poles)
- (s) Maintenance of Overhead Lines (Account 593)
- (t) Pole Investment in Accounts 364, 365, and 369
- (u) Accumulated Depreciation (Poles) Related to Accounts 364, 365, and 369
- (v) Accumulated Deferred Taxes Related to Accounts 364, 365, and 369
- (w) Depreciation Rate for Gross Pole Investment
- (x) Taxes Other Than Income (Account 408.1)
- (y) Income Taxes Utility Operating Income (Account 409.1)
- (z) Deferred Income Taxes (Account 410.1)
- (aa) Investment Tax Credit Adjustments (Account 411.4)
- (bb) Deferred Income Taxes (Account 411.1)
- (cc) Applicable Rate of Return

**INTERROGATORY NO. 6:**

If Duke Energy claims that it is unable to provide any of the items requested in Interrogatory No. 5, provide the input values Duke Energy would use to calculate its pole attachment rate using the FCC's New Telecom Rate Formula (*see* 47 C.F.R. § 1.1409(e)(2)), and explain in detail for each input value the difference between the input value requested and the input value provided.

**INTERROGATORY NO. 7:**

Identify the total number of distribution poles owned by Duke Energy and Frontier, respectively, in the Shared Service Area and the total number of distribution poles owned by

Duke Energy in the Shared Service Area that are jointly used by Frontier and Duke Energy for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as any other period that Duke Energy claims is relevant.

**INTERROGATORY NO. 8:**

Identify the per pole rental rate that Duke Energy seeks, or that Duke Energy claims is due, from Frontier for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as any other period that Duke Energy claims is relevant. Include in your response (without limitation) the calculations, inputs, assumptions, and sources (including without limitations any pole or pole attachment audits) used to derive the rate, the vintage and source of the data used to calculate the rate, and an identification of all persons involved in the calculation of the rate. To the extent that any such rate differs from the per pole rate that Duke Energy invoiced for those rental years, explain in detail every reason for the difference, including, but not limited to, differences in the methodology applied and the vintage and source of the data and inputs used to calculate the rates. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 9:**

For each entity that had facilities attached to, or reserved attachment space on, a distribution pole owned by Duke Energy in the Shared Service Area that is jointly used by Frontier as of year-end 2010, year-end 2011, year-end 2012, year-end 2013, year-end 2014, and, to date, 2015, separately identify the average number of attachments, the average amount of space occupied or reserved, and the average rental rate charged and paid.

**INTERROGATORY NO. 10:**

Identify and itemize Duke Energy's annual costs for pole attachments of Frontier on poles owned by Duke Energy in the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as any other period that Duke Energy claims is relevant, including, but not limited to, Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation information from which such costs may be derived, inferred, or estimated. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 11:**

Identify and itemize Duke Energy's annual costs for pole attachments of other entities by entity that have, or had, attachments on poles owned by Duke Energy in the Shared Service Area, under agreements that are currently operative, or if not currently operative, that were entered into and would otherwise be effective or applicable to the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as for any other period that Duke Energy claims is relevant, including, but not limited to, Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation information from which such costs may be derived, inferred, or estimated. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 12:**

Identify and itemize Duke Energy's annual pole costs in the Shared Service Area for pole attachments of Duke Energy on poles owned by Duke Energy rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke Energy claims is relevant. Include (without limitation) Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods. Include (without limitation) any information from which such costs may be derived, inferred or estimated. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 13:**

Identify and itemize Duke Energy's total annual pole costs in the Shared Service Area for rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant, including, but not limited to, Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation any documents from which such costs may be derived, inferred or estimated. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 14:**

Identify all Duke Energy property records, financial records, and annual reports related to joint use poles in the Shared Service Area rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant.

**INTERROGATORY NO. 15:**

Identify all revenues received by Duke Energy for pole attachments, including, without limitation, revenues related to Duke Energy's margin or returns, from pole attachments in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and to date, 2015, as well as any other rental year that Duke Energy claims is relevant. In addition, provide this information separated by year for 2011, 2012, 2013, 2014 and, to date, 2015, as opposed to on an aggregated basis for this entire period.

**INTERROGATORY NO. 16:**

Identify all persons that have or had knowledge of the facts and circumstances related to the allegations and defenses in this Proceeding and describe the facts and circumstances of which they have or had knowledge.

**INTERROGATORY NO. 17:**

Identify all persons providing information or otherwise participating in the preparation of Duke Energy's responses to Frontier's interrogatories, requests for production of documents, or requests for admission in this Proceeding, including a description of each person's role in doing so.

**DOCUMENT REQUESTS**

**REQUEST FOR PRODUCTION NO. 1:**

All joint use agreements, pole license agreements, pole attachment agreements, and pole rental agreements entered into by Duke Energy with entities that have, or had, attachments on poles owned by Duke Energy in the Shared Service Area, including any amendments to those agreements and any guidelines, standard terms and conditions, policies (*e.g.* safety requirements, use of contractors *etc.*, and similar items that apply to said agreements whether or not

specifically incorporated therein by reference), that are currently operative, or if not currently operative, that were entered into and would otherwise be effective or applicable to the Shared Service Area for rental years 2011, 2012, 2013, 2014, and to date, 2015, and for any other period that Duke Energy claims is relevant.

**REQUEST FOR PRODUCTION NO. 2:**

All documents related to any benefit or advantage that Duke Energy contends Frontier receives or has received over and above the benefits that Duke Energy contends are received by CLECs, cable providers or other entities attached to poles in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as for any other period that Duke Energy claims is relevant. Include (without limitation) and organize by claimed benefits or advantages any documents related to the subjects below. Include (without limitation) any documents related to estimated monetary value in terms of costs to Duke Energy, savings by Frontier, or other estimated monetary value of each such claimed benefit or advantage you identify. Include (without limitation) any documents related to the data, calculations, assumptions, and source(s) that may be used to derive each such cost, savings or other estimated monetary value.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attacher or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**REQUEST FOR PRODUCTION NO. 3:**

All documents related to any benefit or advantage that Duke Energy or has received over and above the benefits that Duke Energy contends are received by CLECs, cable providers or other entities attached to poles in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke Energy claims is relevant. Include any documents (without limitation) and organize the documents by claimed benefits or advantages concerning the subjects below. Include (without limitation) any documents related to the data, calculations, assumptions, and source(s) that may be used to derive each such cost, savings or other estimated monetary value.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attacher or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**REQUEST FOR PRODUCTION NO. 4:**

All documents related to every benefit or advantage that received by CLECs, cable providers, or other entities attached to poles in the Shared Service Area for rental years rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant. Include any documents (without limitation) and organize the documents by claimed benefits or advantages concerning the subjects below. Include (without limitation) any documents related to the data, calculations, assumptions, and source(s) that may be used to derive each such cost, savings or other estimated monetary value.

- (a) Make-ready;
- (b) Applications;
- (c) Initial fees;
- (d) Inspections or inspection fees;
- (e) Lowest attacher or any other specific location attachment right or reservation;
- (f) New pole installation (including but not limited to any installation of taller poles to accommodate Frontier);
- (g) Pole replacement (including but not limited to any installation of taller poles to accommodate Frontier);
- (h) Insurance or indemnity; and
- (i) Other.

**REQUEST FOR PRODUCTION NO. 5:**

All documents related to any information that might be used for any of the input values necessary to calculate Duke Energy's pole attachment rate using the Federal Communications Commission's New Telecom Rate Formula (*see* 47 C.F.R. § 1.1409(e)(2)) for the Shared Service Area during rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke claims is relevant, including without limitation any documents from which such input values may be derived, inferred or estimated. Also, for every input that differs from default values or presumptive average please provide all source data and calculations used to derive the alternative input. This request includes, but is not limited to:

- (a) Distribution Poles in Service
- (b) Average Pole Height
- (c) Usable Space on the Pole
- (d) Unusable Space on the Pole
- (e) Unusable Space Cost Sharing Allocation Factor
- (f) Average Number of Attaching Entities
- (g) Space Occupied by Duke Energy
- (h) Space Occupied by Frontier
- (i) Net Pole Investment
- (j) Gross Pole Investment (Account 364)
- (k) Appurtenance Factor
- (l) General and Administrative Expense
- (m) Gross Plant Investment (Electric)
- (n) Gross Plant Investment (Total Plant)
- (o) Accumulated Depreciation (Account 108)

- (p) Accumulated Depreciation (Account 108) (Poles)
- (q) Accumulated Deferred Taxes 190, 281-283 (Plant)
- (r) Accumulated Deferred Taxes 190, 281-283 (Poles)
- (s) Maintenance of Overhead Lines (Account 593)
- (t) Pole Investment in Accounts 364, 365, and 369
- (u) Accumulated Depreciation (Poles) Related to Accounts 364, 365, and 369
- (v) Accumulated Deferred Taxes Related to Accounts 364, 365, and 369
- (w) Depreciation Rate for Gross Pole Investment
- (x) Taxes Other Than Income (Account 408.1)
- (y) Income Taxes Utility Operating Income (Account 409.1)
- (z) Deferred Income Taxes (Account 410.1)
- (aa) Investment Tax Credit Adjustments (Account 411.4)
- (bb) Deferred Income Taxes (Account 411.1)
- (cc) Applicable Rate of Return

**REQUEST FOR PRODUCTION NO. 6:**

All documents related to any other input values Duke Energy used, uses, or may use to calculate its pole attachment rate using the FCC's New Telecom Rate Formula (*see* 47 C.F.R. § 1.1409(e)(2)).

**REQUEST FOR PRODUCTION NO. 7:**

All documents related to the total number of distribution poles owned by Duke Energy and Frontier, respectively, in the Shared Service Area and the total number of distribution poles owned by Duke Energy in the Shared Service Area that are jointly used by Frontier and Duke Energy for rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant.

**REQUEST FOR PRODUCTION NO. 8:**

All documents related to the per pole rental rate that Duke Energy seeks, or that Duke Energy claims is due, from Frontier for rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant.

**REQUEST FOR PRODUCTION NO. 9:**

All documents that identify the number of attachments, the amount of space occupied or reserved, and the rental rate charged and paid for each entity that had facilities attached to, or reserved attachment space on any jointly used distribution pole in the Shared Service Area as of year-end rental years 2011, year-end 2012, year-end 2013, year-end 2014, and to date, 2015.

**REQUEST FOR PRODUCTION NO. 10:**

All documents related to Duke Energy's annual costs for pole attachments of Frontier on poles owned by Duke Energy in the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as any other period that Duke Energy claims, including, but not limited to, Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation information from which such costs may be derived, inferred or estimated.

**REQUEST FOR PRODUCTION NO. 11:**

All documents related to Duke Energy's annual costs for pole attachments of other entities that have, or had, attachments on poles owned by Duke Energy in the Shared Service Area, under agreements that are currently operative, or if not currently operative, that were entered into and would otherwise be effective or applicable to the Shared Service Area for rental years 2011, 2012, 2013, 2014, and, to date, 2015, as well as for any other period that Duke Energy claims is relevant, including, but not limited to, Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation information from which such costs may be derived, inferred or estimated.

**REQUEST FOR PRODUCTION NO. 12:**

All documents related to Duke Energy's annual pole costs in the Shared Service Area for pole attachments of Duke Energy on poles owned by Duke Energy for rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke Energy claims is relevant. Include (without limitation) any documents related to Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods. Include (without limitation) any documents related to any information from which such costs may be derived, inferred or estimated.

**REQUEST FOR PRODUCTION NO. 13:**

All documents related to Duke Energy's total annual pole costs in the Shared Service Area for rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant, including, but not limited to, documents related to Duke Energy's methodology or input values for calculating such annual pole costs or method of accounting or tracking costs for poles owned by Duke Energy during such time periods, including without limitation any documents from which such costs may be derived, inferred or estimated.

**REQUEST FOR PRODUCTION NO. 14:**

All Duke Energy property records, financial records, audits and annual reports related to joint use poles in the Shared Service Area rental years 2011, 2012, 2013, 2014, and to date, 2015, as well as any other rental year that Duke Energy claims is relevant.

**REQUEST FOR PRODUCTION NO. 15:**

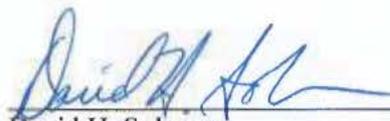
All documents related to revenues received by Duke Energy for pole attachments, including, without limitation, documents related to Duke Energy's margin or returns, from pole

attachments in the Shared Service Area for rental years 2011, 2012, 2013, 2014 and, to date, 2015, as well as any other period that Duke Energy claims is relevant, including without limitation any documents from which such revenue may be derived, inferred, or estimated.

**REQUEST FOR PRODUCTION NO. 16:**

All documents provided to, exchanged with, prepared for, or prepared by any testifying expert witness for which discovery is allowed in this Proceeding.

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Its Counsel

March 6, 2015

## CERTIFICATE OF SERVICE

I, Paula Lewis, do hereby certify that on this 6<sup>th</sup> day of March 2015, the foregoing Interrogatories and Requests for Production were served by email and first class mail, postage prepaid, on the following persons:

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/s/ Paula Lewis

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